

TIPS VENDOR AGREEMENT

Between Simon Roofing & Sheet Metal Corp. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170602 Consulting and Other Related Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

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Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170602 Consulting and Other Related Services

Company Name Simon Roofing & Sheet Metal Corp.

Address 70 Karago Avenue

City Youngstown State OH Zip 44512

Phone 330-998-6500 Fax 330-998-6600

Email of Authorized Representative cstrunk@simonroofing.com

Name of Authorized Representative Cyndi Strunk

Title VP Operations/Finance, SRPSG

Signature of Authorized Representative *Cyndi Strunk*

Date 6-1-2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date August 24, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	170602 Addendum 1	Floor/Room		Floor/Room
Title	Consulting and Other Related Services	Telephone	(866) 839-8477	Telephone
Bid Type	RFP	Fax	(866) 839-8472	Fax
Issue Date	6/1/2017 09:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	7/31/2017 03:00:00 PM (CT)			

Supplier Information

Company	SR Products (Simon Roofing & Sheet Metal Corp.)
Address	1380 Highland Road Macedonia, OH 44056
Contact	Cyndi Strunk
Department	
Building	
Floor/Room	
Telephone	(330) 998-6500
Fax	(330) 998-6600
Email	cstrunk@simonroofing.com
Submitted	7/13/2017 02:28:40 PM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Cyndi Strunk

Email cstrunk@simonroofing.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Simon Roofing, now in its second century of continuous operation clearly stands apart from its competitors. Specializing in the installation and manufacturing of the highest quality roofing and waterproofing products available, Simon Roofing prides itself in offering its clients a single source of responsibility. With over fifty offices throughout the United States we are committed to maintaining a safe and drug free environment. Simon's commitment to state-of-the-art technology, unique roofing products and unparalleled asset management tools have propelled the company into a leading position in the roofing industry. We provide a variety of solutions based on a buildings actual needs whether it be preventative maintenance, repair, or roof replacement. Our clients represent ever sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states.
6	Primary Contact Name	Primary Contact Name	Scott Melton
7	Primary Contact Title	Primary Contact Title	Roof Management Specialist
8	Primary Contact Email	Primary Contact Email	smelton@simonroofing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-985-0949

10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	413-485-0949
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-505-1453
12	Secondary Contact Name	Secondary Contact Name	Mike Perry
13	Secondary Contact Title	Secondary Contact Title	VP Sales
14	Secondary Contact Email	Secondary Contact Email	mperry@simonroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	757-434-0674
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	757-496-9182
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	757-434-0674
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cyndi Strunk
19	Admin Fee Contact Email	Admin Fee Contact Email	cstrunk@simonroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	330-998-6500
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Mike Perry
22	Purchase Order Contact Email	Purchase Order Contact Email	mperry@simonroofing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	757-434-0674
24	Company Website	Company Website (Format - www.company.com)	www.simonroofingproducts.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	34-1430114
26	Primary Address	Primary Address	70 Karago Avenue
27	Primary Address City	Primary Address City	Youngstown
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	44512
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Roofing, Rubberized Structural Cement, Leak, Inspection, Emergency Repair, Emergency, BUR, Thermoplastic, Tar, Elastomeric, Mastic, Cold-applied, Asbestos, Metal, Insulation, Single ply, Flashing, Polymer, Asphalt, Pitch pocket
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Yes Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. The Vendor fee percentage or as specified or designated in the RFP document is agreed. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	3
45	Years Experience	Company years experience in this category?	117
46	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? Yes
- 52 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 53 Regulatory Standing Regulatory Standing explanation of no answer.
- 54 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

56 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 58 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 59 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 60 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

61	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

64	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

68 Remedies Explanation of No Answer

69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		
73	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

74 Infringement(s) Explanation of No Answer

75 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

76 Acts or Omissions Explanation of No Answer

77 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

78 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 82 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 83 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 84 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Caddo Mills ISD	Randy Ragan	rpragan@caddomillsisd.org	903-527-2002
City of Lewisville	Francis Mascarenhas	fmascarenhas@cityoflewisville.com	972-219-3769
University of North Texas	Sharon Kirkpatrick	sharon.bercel-kirkpatrick@unt.edu	940-891-6758
Prince George's County Government	Tyrone Simmons	tcsimmons1@co.pg.md.us	301-343-1481
Air Force Arnold Engineering	Lorenzo Gregory	lorenzo.gregory.ctr@us.af.mil	301-394-1669
Howard University	Alfonzye Chisholm	achisholm@howard.edu	202-359-5867
Charles County Government	David Defalco	defalcod@charlescounty.org	240-299-1002
Ford Meade	Don Abernathy	donald.c.aberethy.civ@mail.mil	410-303-0622
Washington Adventist University	Steve Lapham	slapham@wau.edu	301-891-4161

RFP 170602 Consulting and Other Related Services

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Simon Roofing & Sheet Metal Corp.

70 Karago Ave; Youngstown, OH 44512

Name/Address of Organization

Cyndi Strunk/VP Operations Finance

Name/Title of Submitting Official


Signature

7/13/17

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Candi Strunk

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

RFP 170602 Consulting and Other Related Services

**IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: SIMON ROOFING & SHEET METAL CORP
(Name of Corporation)

I, ROCCO AUGUSTINE certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

CYNDI STRUNK
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

VP OPERATIONS/FINANCE SRPMG
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


CORPORATE SEAL if available


SIGNATURE

JULY 11, 2017
DATE

RFP 170602 Consulting and Other Related Services

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Simon Roofing & Sheet Metal Corp.

Print name of authorized representative Cyndi Strunk

Signature of authorized representative *Cyndi Strunk*

Date 7/13/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Simon Roofing & Sheet Metal Corp.

Name of company claiming confidential status of material

Cyndi Strunk, VP Operations/Finance SRPSG



Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

1380 Highland Road

Macedonia

OH 44056

330-998-6500

Address

City

State ZIP

Phone

ATTACHED ARE COPIES OF 1 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL RFP 170602 Consulting and Other Related Services

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address

City

State ZIP

Phone

RFP 170602 Consulting and Other Related Services



SIMON
ROOFING™

2016 QUALIFICATION STATEMENT

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CORPORATE HEADQUARTERS

SIMON ROOFING AND SHEET METAL CORPORATION

70 Karago Ave. Youngstown, OH 44512-5949

Phone: 330.629.7663 | Toll Free: 800.523.7714

Fax: 330.629.7399 | Email: reply@simonroofing.com | www.simonroofing.com

Company History

REBUILD, PROTECT & RESTORE – ROOFS, CONCRETE AND MORE

Simon Roofing is well into its second century of continuous operation. Founded in 1900 by Alex Simon, Simon Roofing is now managed and operated by the third and fourth generations of the Simon family. Over the decades, Simon Roofing has witnessed an astonishing period of growth – from a single office serving one local area and one aspect of business to a nationwide, multi-faceted company, with hundreds of employees and 64 locations across the United States.

During the early 90s, we began manufacturing our own innovative products through Simon Products. Our market differentiation as both the contractor and manufacturer is that we’re one-in-the-same. We stand behind the products we manufacture and install, and we’re responsive and accountable to any issues that arise. We also self-perform. In fact, we self-performed more than 99% of service work on a national level last year.

Through further expansion, Simon Roofing is now one of three distinct affiliate companies under the Simon Solutions umbrella, a name that accurately describes our business. We’ve grown to be more than roofs. We’re a trusted resource for all of your commercial roofing, concrete restoration and floor resurfacing needs.



SIMON
PRODUCTS™

MANUFACTURING
TESTING & ANALYSIS
NEW PRODUCT DEVELOPMENT

SIMON
ROOFING™

REPAIRS & RESTORATIONS
ROOF ASSET MANAGEMENT
ROOF REPLACEMENTS

SIMON
SURFACES™

GAS ISLAND RESTORATION
CONCRETE REPAIRS,
WATERPROOFING & RESURFACING
EPOXY & RUBBER FLOORING

From The President

“I take great pride in our company’s unchanging reputation for honesty, integrity, and caring about its employees and customers.”

Working with the third and fourth generations of Simon professionals, I take great pride in our company’s unchanging reputation — established over the course of more than a century of continuous operation — for honesty, integrity, and caring about its employees and customers.

Each of these qualities is also reflected in our company’s commitment to safety. Our employees are our most important resource so extensive training in safe work practices begins the moment they are hired and continues throughout their careers at Simon Roofing. At the same time, we continually assess our work methods and look for ways to bring even greater safety to our jobsites and to the materials and equipment we use.

Simon employees are encouraged to take an active role in promoting safety, and their suggestions are welcomed and rewarded. They are also required to immediately report any unsafe conditions on the jobsite to their supervisor. If immediate corrective action is not taken, they must contact Simon’s Safety and Health Manager.

This tireless focus on safety also benefits our customers, who can rest assured that their own risk of liability for job related accidents — as well as the downtime these incidents bring about — are greatly reduced.

Please review the information contained in this publication carefully. If you have additional questions, please don’t hesitate to contact Alex Simon, Owner, at 800.523.7714 or myself at 800.325.3592.



Stephen J. Manser
President/Chief Executive Officer
Simon Roofing

Financial & Insurance Information

Financial Information

- ✓ **Primary Banking Institution**
PNC Bank
100 East Federal St.
Youngstown, Ohio 44503
- ✓ **Independent Auditors**
Pease & Associates, Inc.
1422 Euclid Avenue, Suite 801
Cleveland, Ohio 44115
- ✓ **Dun’s Number**
11-303-3765
- ✓ **Bonding Capacity**
\$50,000,000.00+

Insurance

- ✓ **SURETY (Surety and Bonding)**
CNA Surety (Western Surety Co.)
- ✓ **CASUALTY INSURANCE BROKER**
Wells Fargo Insurance Services USA, Inc.
1301 & 9th St.
Cleveland, OH 44114
216.241.4344
www.wfis.wellsfargo.com
- ✓ **SURETY BROKER**
Wells Fargo Insurance Services USA, Inc.
1301 & 9th St.
Cleveland, OH 44114
216.241.4344
www.wfis.wellsfargo.com
- ✓ **CASUALTY INSURANCE CARRIER**
Liberty Mutual – Workers’ Compensation and
General Liability
Cincinnati Insurance – Automobile
- ✓ **CASUALTY POLICY LIMITS:**
Workers’ Compensation – Statutory
Automobile Liability – \$2,000,000
General Liability – \$1,000,000 per occurrence
General Liability– \$2,000,000 aggregate
Umbrella Liability – \$50,000,000
Professional Liability – \$1,000,000

References

- ✓ **Trade References**
Banner Supply
MBCI
Hertz Equipment Rental
- ✓ **Bank References**
PNC Bank
100 East Federal St.
Youngstown, OH 44503

Owners

ALEX J. SIMON

Owner

The namesake of the founder of Simon Roofing, Alex Simon represents the third generation of the Simon family to continue the tradition of unparalleled roofing expertise with 49 years of experience in the business. Alex is a 1974 graduate of Youngstown State University with a bachelor's degree in Chemistry. He is a member of the National Roofing Contractors Association (NRCA). Alex is the founder of the SR Products line of roofing coatings and facility products.

JAMES J. SIMON

Owner

As a grandson of Alex Simon, who founded Simon Roofing in 1900, James Simon grew up in the roofing industry, and his experience now totals 43 years. He attended Youngstown State University and is a member of the National Roofing Contractors Association (NRCA). He has completed NRCA's Total Quality Management Program.

ANTHONY R. VROSS

Owner

Anthony Vross has 39 years of experience in the roofing industry in executive administration, manufacturing, operations, distribution, sales and marketing. He has brought many new concepts and technologies to the industry. He also invented and held a patent to the Fume Recovery System, which was used nationwide for roofing projects in odor sensitive environments, and was a pioneer in developing one of the first online roof management and service programs. He has authored several articles in national publications such as Shopping Center Business, Commercial Building Magazine, Facility Management Journal, PRSM Magazine and Retail Facility Business magazine. He has been a speaker for the Professional Retail Store Maintenance (PRSM) association and the Restaurant Facility Management Association (RFMA). Anthony holds a Bachelor of Science degree in Business Administration from Youngstown State University, where he serves on the Business Advisory Council for the Williamson College of Business Administration and was recognized as the 2015 Outstanding Business Alumnus. He is president of Glacier Sports Inc. and treasurer of Canfield Diamond Backers, both charitable organizations. He is also a member of the board of directors at Cortland Banks.

ALEX SIMON, JR.

Owner & Finance

Alex Simon, Jr. is among the fourth generation of Simon owners. Alex is a graduate of The Ohio State University, with a Bachelor of Science in Business Administration, specializing in Accounting. He also received a Master of Business Administration, specializing in Corporate Finance.

JAMES SIMON, III

Owner & Quality Management

James Simon, III joins the fourth generation of Simon ownership, with a focus on Operations. James currently serves as the Company's ISO management representative and has also worked in Service, Production, Manufacturing, IT, Estimating and Warranty departments within Simon. He developed the Simetrix calculator for the SR PreVision program. James is currently pursuing degrees in business administration and philosophy at Youngstown State University.

JESSICA SIMON

Owner & General Counsel

Jessica Simon is continuing the tradition of providing unparalleled service to our customers as part of the fourth generation of Simon Roofing owners. Jessica joined Simon Roofing in 2010 as General Counsel. Prior to joining Simon Roofing, Jessica gained experience as an Associate at McCarthy, Lebit, Crystal & Liffman Co., L.P.A. in Cleveland, Ohio, and served as a judicial intern for the Seventh District Court of Appeals for the State of Ohio. Jessica is actively licensed as a Certified Public Accountant, and is admitted to practice as an attorney in the State of Ohio, as well as before the United States Tax Court and the United States District Court for the Northern District of Ohio. She earned a Bachelor of Science in Business Administration from The Ohio State University, a Masters in Business Administration from Case Western Reserve University, and a Juris Doctorate from Cleveland Marshall College of Law. Jessica is an active member of the American Bar Association, the Ohio State Bar Association, the American Institute of Certified Public Accountants, the Ohio Society of CPAs and the National Roofing Contractors Association.

Executive Officers

ALLISON VROSS

Owner & Digital/Regional Marketing

Allison Vross is a member of Simon's fourth generation. Allison is a 2014 graduate of Duquesne University with a bachelor's degree in Business Administration with a specific focus in Marketing. She is also in the process of obtaining a Master of Business Administration degree at Youngstown State University. Allison is responsible for establishing and fulfilling regional marketing and promotional programs for sales representatives throughout its regional markets across the United States. Allison also manages content on all of Simon's social media platforms and develops strategies to deliver quality campaigns across multiple digital marketing channels.

CHELSEA VROSS

Owner & Organizational Leadership

Chelsea Vross is among Simon's fourth generation, who is continuing the Simon Roofing tradition. Chelsea holds a Bachelor of Science degree in Business Administration from the University of Mount Union and a Master of Arts degree in Organizational Leadership from Malone University. She is currently pursuing a Doctorate in Business Administration from Capella University. Chelsea oversees the departments of safety and human resources under one umbrella called the Organizational Leadership and Development Department. She develops and implements programs to align the workforce and key business initiatives that support the accomplishment of corporate, business and developmental objectives.

MARIAN VROSS

Owner & National Sales

Marian Vross is a member of Simon's fourth generation. Marian graduated from the University of Toledo with a dual major in Professional Sales and Marketing. She is working toward completing her Master of Business Administration degree with a focus in management at Nova Southeastern University. Marian manages the Boston region under Simon Roofing's National Accounts division. She is responsible for prospecting and establishing new customers in addition to account management.

STEPHEN J. MANSER

President, CEO

Stephen Manser oversees the day to day management decisions of Simon Roofing. With more than 34 years of roofing experience, he has vast knowledge of all phases of the industry, including estimating, installation, quality control, sales, products, service, administration and distribution. He was instrumental in the start-up and implementation of the metal roofing division of Simon Roofing. Stephen holds a bachelor's degree in Business Administration from Muskingum University and is listed in Who's Who Among American Business Executives. He has spoken and written about many roof-related topics for both manufacturers and consultants.

MICHAEL J. DOHAR

COO

Michael Dohar is the Chief Operating Officer (COO) of Simon Roofing and its sister company, SR Products. He joined Simon Roofing in 2008 as General Manager of the SR Plant and was promoted in 2013 to Vice President of SR Products. He brought with him many successful years of experience from BF Goodrich Chemical and OMNOVA Solutions where he served as Director of Operations. A graduate of Youngstown State University with a B.E. in Chemical Engineering, Michael also attended Case Western Reserve University Weatherhead School of Management and earned several business management certificates, as well as Lean Six Sigma Green Belt. Michael is a member of RCMA (Roof Coating Manufacturers Association), AIChE (American Institute of Chemical Engineers) and CRRC (Cool Roof Rating Council).

STEVE HARNISH

President, SR Products Solutions Group

Steve Harnish has more than 36 years of experience in the roofing industry. He has been involved in all facets of the roof manufacturing business from sales to operations and is currently in charge of all facets of the business regarding SR Products Solutions Group, a division of Simon Roofing. Past memberships have included Roof Consultants Institute (RCI), Construction Specifications Institute (CSI) and the National Roofing Contractors Association (NRCA). He recently received a certificate for completing a course with Everblue to be a LEED Green Associate and is a facilitator for the AIA CEU Certification Program.

Simon Roofing

REPAIRS & RESTORATIONS | ROOF ASSET MANAGEMENT | ROOF REPLACEMENTS

For more than 115 years, Simon Roofing has been leading the way in the manufacturing, installation and service of high-quality commercial roofing solutions. Whether a client is in need of a roof repair, roof restoration, roof replacement or simply needs a roof inspection and diagnostic services, Simon Roofing has the knowledge, skills and expertise to deliver efficient and innovative commercial roofing solutions.

Now one of the nation's largest and most vertically integrated commercial roofing companies, Simon Roofing is able to provide customers consistent quality because it handles every aspect of the roofing process – from manufacturing and specifications to installation and service – for just about any type of commercial, industrial, government and institutional roof throughout the country. From a single building location to extensive building portfolios located across the country, Simon Roofing has multiple roofing systems and a roof asset management program designed to extend a roof's service life, lower its life cycle costs and attain budget certainty.

Knowing that roof leaks cannot always wait to be repaired, Simon also maintains a 24/7 Emergency Services Center, which is ISO 9001:2008 certified, to assure customers prompt, professional service when it's needed most.



24/7/365 Emergency Services Center
866.641.7663 | callcenter@simonroofing.com

Industries served

Retail

A&P	Dillards	Meijer	Sonic Restaurants
Albertsons	Discount Tires	Men's Warehouse	Staples
BP Arco	Extra Space Storage	Murphy Oil USA	Sunoco
Benihana	Family Dollar	O'Reilly Auto Parts	Taco Bueno
Big 5 Sporting Goods	Gold's Gym International	Penske	Tire Kingdom/NTB Tire
CEC Entertainment	Golfsmith	Pep Boys	Toys R Us
Celebration Restaurant Group	Grey Hound	Pilot Flying J	U-Haul
Childcare Network	HD Supply	Quick Chek	Union Pacific
Circle K	HEB	Rainbow Apparel Company	United Rentals
Costco	Holiday Inn	Red Robin Gourmet Burgers	Valvoline
Cracker Barrel	Holiday Stationstores	Sears Holdings	Whataburger
CVS	Les Schwab Tire	Shopko	
Darden Restaurants	Macy's	Smokey Bones	

Manufacturing

Alcoa, Inc.	Jabil
Aleris	Kenworth
Boeing	Little Tikes
BP Lubricants USA	Osram Sylvania
Coca-Cola Bottling Co.	PPG
Con Linvatec	Shell Chemical
Diamond Innovations	Sonoco
Dow Chemical	Sony Electronics
EXXON	Timken
Folgers Coffee	Welch's
Fruit of the Loom	Westinghouse Nuclear Power
International Paper	Worthington Industries

Government

Air National Guard
Department of the Interior
Department of Justice
DOD - Air Force
DOD - Army
GSA
National Park Service
US Army Reserve
United States Post Office
US Army Corps of Engineers

Real Estate

Allegiance Realty Corporation	HSA Commercial Real Estate	United Capital Corp.
Carlson Real Estate	Johnson Controls, Inc.	Weingarten Realty Management Co.
CB Richard Ellis	Kimco	Windrush Properties, Ltd.
Cushman & Wakefield	Kin Properties, Inc.	
East Group Properties	Lexington Corporate Properties	
Easton & Associates, Inc.	Phillips Edison	
Equity One, Inc.	Prime Retail	
Forest City	Signature Flight Support	
Holladay Properties, Inc.		

Health Care

Allegheny General Hospital	Parrish Medical
Butler Health Systems	Rockdale Medical Center
Cardinal Health	Sharon Regional Health Systems
East Liverpool City Hospital	Southwest General Hospital
Georgia Southern University	Tulane University Health Sciences Center
Grady Memorial Hospital	UPMC - Children's Hospital
McKeesport Hospital	

School Systems

Canfield Local Schools
Logan Elementary Local Schools
Wake County, NC Schools
Youngstown, OH Schools

A Few of Our Raving Fans

RUBY TUESDAY, INC.

“Simon Roofing has provided roof inspections, repairs and replacement options for our existing roofs at Ruby Tuesday for several years. They do an excellent job providing us with detailed, accurate information which allows us to make the best business decision possible for Ruby Tuesday. Their customer support group at multiple levels does an excellent job of communicating with both our Corporate and restaurant teams. Ruby Tuesday and Simon Roofing have a strong partnership and we expect it to continue for many years to come.”

– *Kevin Carringer, Dir. of Support Services Operations*

PACKAGING SOLUTIONS – INTERNATIONAL PAPER

“Simon Roofing has exceeded our expectations with their knowledge of roof system construction, materials, local codes, quality and scheduling. They consistently go above and beyond during a project and communicate throughout, eliminating last-minute extras.”

– *Brian Chenette, Purchasing Engineer*

TBC RETAIL GROUP (TIRE KINGDOM)

“Simon Roofing’s cost reduction program has yielded our company fantastic results, as our year to year cost per store was reduced considerably. Simon’s investment in the latest technology, as well as ever-efficient program, has made Simon Roofing one of our best national vendors/partners. Simon is well ahead of the curve, compared to other roofers we have used in the past.”

– *John Costa, Senior Project Manager*

TDI EQUIPMENT RESOURCES

“Even though we have all different types of roofs, Simon Roofing always seems to find a solution to any issue we have. They have always done a great job with communication, and we are glad to have a company that has expertise in the entire building envelope.”

– *Joe DiBenedetto, Property Manager*

U.S. ARMY CORPS OF ENGINEERS

“The Simon Roofing team showed a great deal of professionalism, attention to detail and a desire to get the job done right. The ‘same team’ attitude exhibited by employees was outstanding. Simon Roofing never lost sight of their mission and goals, ensuring my position as team leader be as stress free as possible. They diligently enforced safety requirements for working crews and exhibited the greatest cooperation in ensuring complete satisfaction with roof applications and repairs. I can personally recommend Simon for future projects where teamwork and hard work are required.”

– *Quality Assurance Inspector*

Simon Surfaces

GAS ISLAND RESTORATIONS | CONCRETE REPAIRS & RESURFACING EPOXY & RUBBER FLOORING

Simon Surfaces, an affiliate of Simon Roofing, offers a variety of concrete repair and floor resurfacing systems, with more than 110 years of backing.

Simon Surfaces’ concrete repair/resurfacing services provide quick and permanent solutions for repairing and rebuilding cracked or damaged concrete, gas islands and light post foundations. There is no need to remove existing foundations, plus the systems are two to three times stronger than standard concrete, display excellent wear characteristics and are resistant to chemicals, gas, oil and salt.

With Simon Surfaces’ unique line of decorative commercial flooring systems, the flooring at your facility can go from plain, gray concrete to colorful and durable.

For industrial settings, such as chemical plants and warehousing facilities, Simon Surfaces’ industrial floor coatings provide high performance and durability designed for demanding service conditions.

When it comes to concrete repair and floor resurfacing, Simon Surfaces has you covered.



BEFORE



AFTER

A LOOK AT SOME OF OUR CUSTOMERS

- Beaver Falls Area School District
- Canfield Area School District
- Casey’s General Stores
- Circle K
- Extra Space Storage
- Frank Griffin Oil Company
- Gate Petroleum
- Giant Eagle/Get Go
- Go Mart
- Irving Oil
- Jay Petroleum
- JC Penney
- Johnson Junction
- Kelly Williamson
- Kenworth Truck
- Kimco Property Management
- Kum and Go
- Lehigh Gas
- Lennix Auto Group
- Max & Erma’s
- Meijer
- Mid Atlantic Convenience Stores
- Molo Big 10 Marts
- Muirfield Country Club
- Panera Bread
- Pilot
- RA Sushi
- Riley Petroleum
- Schreiner’s Mobil
- Scioto Country Club
- Taylor Mill Blue Pantry
- Tri Star Marketing

Simon Products

MANUFACTURING | TESTING & ANALYSIS | NEW PRODUCT DEVELOPMENT

Through our ISO 9001:2008 certified manufacturing facility and state-of-the-art laboratory, SR Products (AKA Simon Products) designs, tests and develops advanced repair and restoration coatings and cements for commercial roofs and structural concrete. These products not only meet, but exceed industry standards. This integration of manufacturing for Simon began in the 90's and has continued to grow with its newest plant opening in 2010.

Whether a client wants to reduce energy costs with a cool roof, find a cost-effective alternative to roof replacement or consider a durable solution for deteriorated concrete, SR Products has innovative commercial products and systems to meet their needs.

The SR Products manufacturing facility incorporates contemporary "LEAN manufacturing" principles focused on minimal waste and maximum productivity. Included in

these principles are intense quality control standards for both incoming raw materials as well as finished goods. These standards ensure our products are produced consistently from batch to batch. The manufacturing facility also strives to not only meet, but exceed EPA and OSHA regulations, as safety remains Simon's #1 core value.

When it comes to testing the strength, durability and performance of our products, SR Products is a national leader. While other companies may test individual components of a product, SR Products tests the entire system assembly as it will be installed on the roof. This extensive testing provides accurate results that are truly indicative of the system's performance in the real world. In addition to our own rigorous standards, SR Products also utilizes independent third-party testing to ensure our products continually meet the ever-changing regulatory demands of our industry.



Affiliations

- Cool Roofing Rating Council (CRRC)
- ENERGY STAR
- FM Global
- National Roofing Contractors Association (NRCA)
- Roofing Coatings Manufacturers Association
- Miami Dade County Florida Building Department
- Underwriter Laboratories
- International Standard for Organization (ISO)
- ASTM International
- Florida Building Code
- Youngstown State University

Safety Statement

“SAFETY IS #1 AMONG OUR CORE VALUES.”

Safety remains a priority in every aspect of our business. Simon Roofing is very proud of its safety record, which continues to be better than most in the roofing industry. The most reliable indicator of a company’s safety record is its Experience Modification Rate.

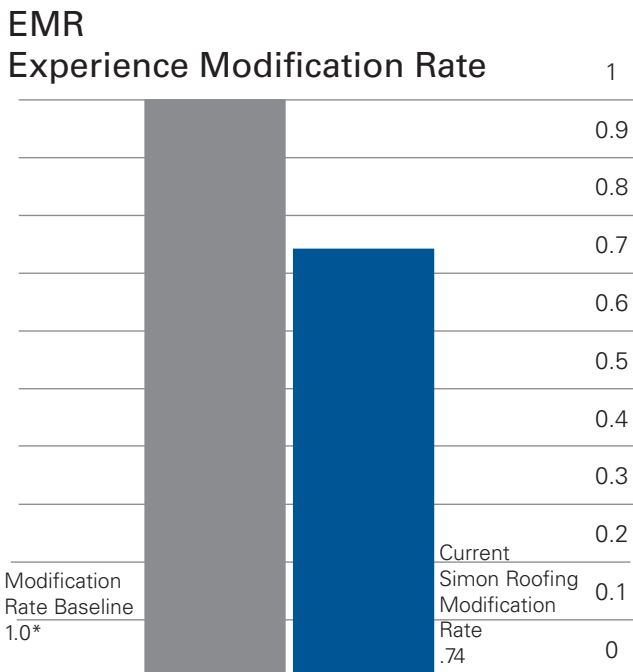
This figure is derived by the insurance industry using a complex formula that takes into account many factors, including payroll, man hours worked and various losses that can be attributed to the industry as a whole. Any figure higher than 1.0 is a debit modification and will result in higher insurance premiums. Figures below 1.0 are credits and result in lower premiums. Simon’s present Experience Modification Rate of .74 is a testament to Simon’s commitment to continuously monitoring and looking for ways to improve our safety record.

The Incident Rate is the primary indicator of safety performance. Incident Rates are fairly easy to figure out and can be compared between one company and another. It is widely used throughout the industry.

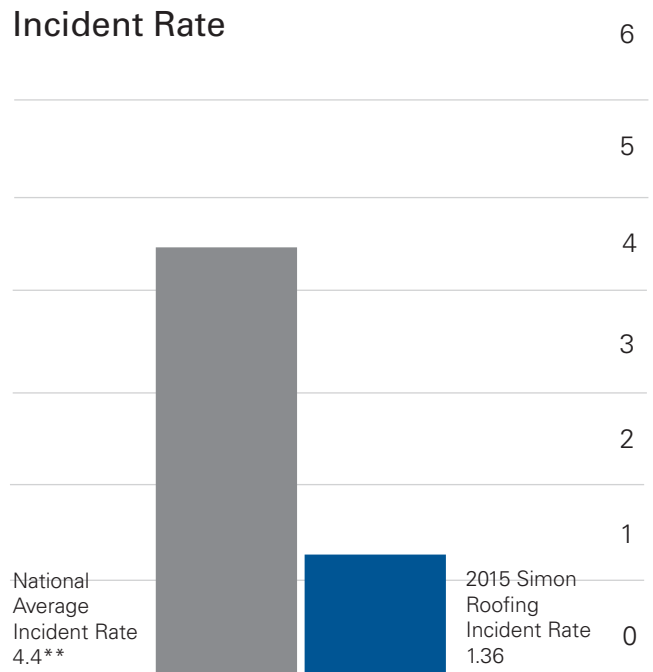
Incident Rates are measurements of past performance and illustrate how many work-related incidents have occurred, as well as the severity of each one.

In 2015, Simon posted a 1.36 incident rate which was 69% lower than the industry average of 4.4. Simon Roofing’s commitment to safety is relentless and includes training for all of its employees — both on and off the roof. Our ongoing goal is to lower the Incident Rate and decrease the Experience Modification Rate each and every year.

We strive to always provide a work environment (at our offices and on our jobs) that is inherently safe and free from all recognizable hazards and situations that could result in injury or illness to our employees. In accordance with this value, we develop a Site Specific Safety Plan when necessary. Otherwise, each job begins with the completion of a Job Safety Analysis (JSA) that is first reviewed, depending on the task, by either the Service or Operations Manager and then by the Simon Roofing Environmental Health & Safety Department.



* U.S. Insurance Industry



** Bureau of Labor Statistics 2012, Roofing Contractors - United States

Safety Processes

Safety is #1 among our core values. All core values, proper processes and the safety manual are reviewed in detail during new employee orientation and safety training to ensure the importance of practicing safety. Our safety manual stands as a ready reference at all times whenever Simon Roofing personnel are on the job. Topics include, but are not limited to:

- Fall Protection Policy
- Drug and Alcohol Policy and Procedures
- Hazard Communication Policy
- Manual Lifting Policy
- Personal Protective Equipment
- General Operating Policies and Procedures
- Electrical and GFCI
- Propane Cylinders
- First Aid Procedures
- Hoist Safety
- Ladder Safety
- Accident/Incident/Near-Miss Reporting
- Disciplinary Measures for Safety Violations
- Respiratory Protection Program
- Kettle and Tanker Operation Safety
- Fleet Safety Management



SAFETY TRAINING AT SIMON

All new workers hired by Simon Roofing go through a facilitated, web-based, interactive safety orientation process that typically lasts five to six hours. Written materials, including the Simon Safety Manual and a guide on how to read Material Safety Data Sheets and current Safety Data Sheets, are introduced and reviewed. The training culminates with a series of tests that are designed to show understanding and mastery of critical safety topics. All Simon employees receive ongoing safety training through weekly "Toolbox Talk" sessions, which are led by a Safety Coordinator on the jobsite. Topics range from general safety concerns to specific ones that may arise due to the nature of the jobsite or the work being performed. Specialized training for such tasks as Aerial Lift Operations, Powered Industrial Truck is provided, documented and tracked for any Employee required to perform such tasks. Supervisors receive more intensive safety training, many completing the 30-hour OSHA approved courses.

On-Site Safety

SITE INSPECTIONS

Job safety is really the product of two factors — the training Simon personnel receive and conditions at the site where they're working. To ensure that conditions are optimal for safety, all Simon Roofing jobsites are inspected on an ongoing basis as follows:

- ✓ **Pre-Job:** The Operations Manager, General Manager or Safety Coordinator walk the jobsite with the Project Manager and/or Foreman. While the latter are viewing the site from the standpoint of equipment and materials needed to perform the roofing job, the Safety Coordinator is looking at the particular safety challenges it may pose and what additional equipment and procedures may be necessary to ensure safety.
- ✓ **Daily:** The Safety Coordinator's everyday function is to assess the jobsite to ensure all safety requirements are being met at all times.
- ✓ **Periodic:** General Managers and Operations Managers, who also have safety training, typically visit every Simon job in progress at least weekly.
- ✓ **Unannounced:** Unannounced inspections are conducted by either Simon Roofing's insurance company, by trained Simon personnel or by Health and Safety staff members. Inspection findings are discussed in weekly "Safety Steering Team Meetings".

ON-SITE SAFETY

Hazard Communication

Before any roofing job gets underway, Simon ensures that all Material Safety Data Sheets or Safety Data Sheets relating to a job are accessible either on site or electronically.

Simon Safety Coordinator

A Simon Safety Coordinator is present with the crew during all working hours on most larger jobs. The Safety Coordinator's only job function is to make sure the site is properly prepared and workers are properly equipped. He or she completes a detailed log on a daily basis that notes any safety-related incidents involving workers or equipment on-site.

- ✓ **OSHA inspections:** All jobsites are subject to random inspections by OSHA at any time. Heavy fines may be incurred if safety deficiencies are noted, documents are unavailable or personnel are found to be inadequately trained.

Questions regarding Simon Roofing's safety initiatives and practices can be directed to **Walter C. Fluharty, Psy.D, SPHR, CEES, V.P. Environmental Health, Safety and Organizational Development at 800.523.7714 ext. 1121, 330.716.5730 or wfluharty@simonroofing.com.**



SIMON ROOFING CREED

Our top priority is to provide exceptional service to our customer. If we should stumble along the way, someone, anyone must immediately step up, take charge and care for the customer in any way possible. We will hold this behavior in the highest regard.

The bottom line: If we falter, our customer will never suffer!

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